

ESTOPPEL CERTIFICATE

_____ (“**Landlord**”) and _____ (“**Tenant**”),
entered into that certain _____, dated _____ (the “**Lease**”) for the
premises located at _____ (the “**Premises**”).

By executing this Estoppel Certificate, Tenant certifies to Landlord, and represents,
warrants, and agrees with the following:

1. Said Lease is presently in full force and effect.
2. Tenant has no present right to cancel or terminate the Lease under the terms thereof or otherwise.
3. Tenant has not assigned the Lease or sublet any portion of the Premises.
4. The term of the Lease commenced on _____, _____ and terminates on _____.
5. The Lease does not provide for any options to extend the term of the Lease, except that which has already been exercised as set forth hereinabove.
6. The monthly rental of \$_____ is paid through _____, _____ and is currently not delinquent.
7. Tenant is obligated to pay \$_____ in common area maintenance charges, including, but not limited to the cost of water, garbage and sewer, lighting, and landscaping, to Landlord on a monthly basis. Tenant has paid all common area maintenance charges through _____.
8. Tenant is obligated to pay all cost of occupancy including utilities, property taxes, insurance, maintenance, etc. directly. Tenant confirms that these costs are budgeted or estimated to be \$_____ per month.
9. The Lease does not provide for percentage rent.
10. Possession of said premises was accepted on _____, _____, and business is being conducted on a regular basis; all improvements required by the terms of the Lease to be made by Landlord have been satisfactorily completed and any allowance or contribution to be paid by Landlord to Tenant in connection with the construction of Tenant’s improvements has been paid in full to Tenant.
11. A security deposit of \$_____ has been paid to Landlord, and has not been drawn down on without Tenant having replenished it.

12. With the exception of the payment of such security deposit, no rent under the Lease has been paid in advance of its due date.

13. The address for notices to be sent to the undersigned is as set forth in the Lease.

14. Tenant, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against rents or other charges due or to become due thereunder payable to Landlord.

15. Tenant, as of this date, is not in default under the terms and conditions of the Lease and is fully discharging all of its obligations under the Lease.

16. To the best of Tenant's knowledge, Landlord is not in default under the terms and conditions of the Lease.

17. The Lease does not contain and Tenant has no outstanding purchase options or rights of first refusal to purchase the Premises nor any part of the real property of which the Premises are a part.

DATED: _____, _____.

TENANT:

By:
Its: